CARRIERS — TICKETS — INJUNCTION AGAINST TICKET-BROKERS. — The defendant ticket-brokers intended to buy and sell special reduced rate non-transferable tickets about to be issued by the plaintiff. *Held*, that the threatened sale of such tickets may be enjoined. *Bitterman* v. *Louisville & Nashville R. Co.*, 207 U. S. 205.

The precise legal nature of railroad tickets is by no means settled. Some authorities regard them as contracts, some as the evidence of contracts, some as mere vouchers. But, under any view, the ticket is a means adopted by the carrier and passenger to aid in the execution of their contract; and in every case where the right to be carried is non-transferable, the passenger either expressly or impliedly contracts not to transfer the ticket. *See D. L. & W. R. R. Co.* v. *Frank*, 110 Fed. 689, 692. Accordingly the court rests its decision upon the familiar principle that any third person inducing a breach of contract by a promisor is liable in tort to the promisee. In the present case an injunction is the only adequate remedy because of the multiplicity of suits necessary to recover damages and the practical impossibility of detecting the great majority of the illegal transactions. Consequently, since the legal remedy is inadequate, equity will give relief. Although a new application of an established doctrine, the reasoning of the court seems irrefutable and the same result has frequently been reached upon different grounds. *See Nashville, etc., Ry.* v. *McConnell*, 82 Fed. 65.

CONFLICT OF LAWS — MAKING AND VALIDITY OF CONTRACTS — CONTRACTS CONCERNING LAND. — The defendant contracted in Minnesota to sell land in Colorado to the plaintiff. The contract contained a clause that if the plaintiff should fail to pay at a specified time the contract should be voidable at the defendant's option. This clause was valid according to Colorado law but invalid according to Minnesota law. On the plaintiff's failure to pay as required, the defendant notified him of his repudiation of the contract. *Held*, that the plaintiff may recover damages for failure to convey. *Finnes* v. *Selover, etc., Co.*, 113 N. W. 883 (Minn.).

It is undoubted law that interests in real estate can be acquired or lost only in accordance with the *lex loci rei sitæ*. *Roberston* v. *Pickrell*, 109 U. S. 608. But contracts to convey land are not necessarily governed by the same law. Thus a contract to convey, valid at the place where made, will be enforced at the place where the land is situated, although such contract would have been void if made in the latter state. *Polson* v. *Stewart*, 167 Mass. 211; see 10 HARV. L. REV. 523. And in general where the defendant has put himself under obligations with regard to land, either *ex contractu* or *ex delicto*, relief will be granted where such obligation arose, regardless of the law of the situs. *Ex parte Pollard*, Mont. & C. 239; see 20 HARV. L. REV. 382. It follows from these cases that the validity of the contract depends upon the *lex loci contractus*, and that relief will be granted in such state in spite of the law of the situs. To be sure, if the latter refuses to recognize an interest as being created in the *res*, relief *in rem* is impossible, but relief *in personam*, as in the present case, should be granted.

CONFLICT OF LAWS — MARRIAGE — JURISDICTION FOR NULLIFICATION. — A, an Englishwoman, was married in England to B, a Frenchman. This marriage was declared void by the French court because B, who was not of full age by French law, had not obtained the parental consent. A then married C in England. C sought a decree of nullity on the ground that the first marriage was valid by the English law, and in spite of the French decree. *Held*, that he is entitled to the decree. *Ogden* v. *Ogden*, [1908] P. 46.

For a discussion of this case in a lower court, see 20 HARV. L. REV. 412.

CONFLICT OF LAWS — PERSONAL JURISDICTION — NOTICE TO PRODUCE CORPORATION BOOKS FROM A FOREIGN JURISDICTION. — Pursuant to a statute, a foreign corporation doing business in Vermont was served in the state with a notice to produce before a local grand jury certain corporation

books which had been kept in Vermont but were at the main office of the company in another state. *Held*, that for failure to produce the books the company is guilty of contempt. *Consolidated Rendering Co.* v. *State of Vermont*, 207 U. S. 541. See NOTES, p. 354.

CONSTITUTIONAL LAW — CLASS LEGISLATION — LEGISLATION AFFECTING CORPORATIONS EXCLUSIVELY. — A state statute provided that on notice a corporation might be compelled to produce its books before a grand jury. *Held*, that the statute is not invalid as making an arbitrary classification. *Consolidated Rendering Co.* v. *Vermont*, 207 U. S. 541.

For a criticism of this view, see 20 HARV. L. REV. 634.

CONTEMPT — ACTS AND CONDUCT CONSTITUTING CONTEMPT — PUBLICATION OF INACCURATE REPORT OF COURT DECISION. — The respondent, a newspaper company, published an editorial in which it unintentionally misstated the conclusion reached by the Supreme Court of Rhode Island in a recent decision. *Held*, that the respondent is guilty of contempt. *In re Providence Journal Co.*, 68 Atl. 428 (R. I.).

Statutes in some states make it a contempt to publish "grossly inaccurate" reports of judicial proceedings. It has been suggested that such a statute is merely declaratory of the common law. See *In re Chadwick*, 109 Mich. 588. On the other hand, where a statute made such a report a contempt if published pending a suit, it has been held that, while the statute does not prevent punishment for any common law contempt, the publication of a "grossly inaccurate" account of a past trial is not such contempt. *Cheadle* v. *State*, 110 Ind. 301. Even if the respondent in the present case is guilty of a technical contempt, the propriety of the decision seems doubtful. The power to punish contempt is arbitrary, and consequently should not be exercised on slight pretext, but only when it is necessary for the due administration of justice. See *Atty.-Gen.* v. *Circuit Court*, 97 Wis. 1. In the present case it is difficult to see such a compelling necessity. Certainly in no prior case has a person been held in contempt solely because he has published an inaccurate report of judicial proceedings or decisions.

CORPORATIONS — DIRECTORS — DIRECTOR'S RIGHT TO SALARY WHEN QUALIFYING WITH SHARES HELD IN TRUST. — Corporation A purchased stock in corporation B and transferred it to X, a director of A, who made a declaration of trust in favor of A. X was thereafter elected a director in B, which required each director to be a shareholder. It appeared on the records of A that the stock transfer was made to enable X to become a director in B "to represent the interests of this company." *Held*, that the A company cannot recover the salary received by X from the B company. *In re Dover Coalfield Extension, Ltd.*, [1908] 1 Ch. 65.

This decision affirms the decision of the lower court commented on in 21 HARV. L. REV. 217.

CORPORATIONS — DISSOLUTION — CORPORATION DISSOLVED BY BANKRUPTCY. — The plaintiff brought an action for libel against a publishing company, which was adjudged a bankrupt before the suit came on for trial. *Held*, that the bankruptcy does not dissolve the corporation or bar the plaintiff's remedy. *Nat'l Surety Co.* v. *Medlock*, 58 S. E. 1131 (Ga.).

A libel is a "wilful and malicious injury" which is not released by the defendant's bankruptcy. *McDonald* v. *Brown*, 23 R. I. 546; BANKRUPTCY ACT OF 1898, § 17 (2). But the abatement of any action by or against a corporation is a necessary consequence of its termination. *Nat'l Bank* v. *Colby*, 21 Wall. (U. S.) 609. There is, however, a surprising dearth of authority on the effect of bankruptcy on the existence of corporations. Mere insolvency clearly does not work a dissolution. *Boston Glass Mfty.* v. *Langdon*, 24 Pick. (Mass.) 49; *Ready* v. *Smith*, 170 Mo. 163. Bankruptcy, however, according to one case, terminates the organization. *State Savings Ass'n* v. *Kellogg*, 52 Mo. 583. *Cf.* also *Chamberlin* v. *Huguenot Mfg. Co.*, 118 Mass. 532. It may be argued that